

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

NUV : 11/12  
LAURIE BOYER

and PATRICIA SUSAN BOYER, }  
Plaintiffs }  
V. }  
Case No.: 4:11cv01173-HEA

SCOTT BROTHERS INVESTMENT }  
CORPORATION, d/b/a Waterways }  
Apartments of Lake Saint Louis, }  
Defendant )

MOTION FOR DENIAL OR DISMISSAL OF DEFENDANT'S  
MOTION FOR SUMMARY JUDGMENT

Come now Plaintiffs Laurie Boyer and Patricia Boyer and move this Court to Deny or Dismiss Defendants Motion for Summary Judgment, for the following reasons:

A. Defendant States that "Plaintiffs have failed to State a claim for which relief may be granted", Stating "Patricia and Laurie Boyer are NOT disabled." HOWEVER, to the contrary:

1. The Federal Government has deemed that Laurie Boyer is disabled. The letter from the Federal Government Stating such was presented to Waterways of Lake Saint Louis staff member (owner's agent) at the signing of the lease, from which the agent made a copy.

2. Patricia Boyer is Sole Caretaker and Custodian of Laurie Boyer. As Sole Caretaker, Patricia Boyer was also exposed to the discriminatory and retaliatory behavior of agents of the Defendants, such as twice attempting

eviction.

3. Laurie Boyer is obviously disabled. She used a cane during the process of obtaining the apartment, and then eventually a wheelchair prior to the first Eviction hearing in State Court, at which Defendants agent and attorney were present. Laurie Boyer used the cane and the wheelchair due to some of the conditions listed in the disability letter that was presented and copied.

4. Laurie Boyer has impairments that limit major life activities. She has difficulty caring for herself, performing manual tasks, walking, breathing, learning and working, as well as standing, reaching and lifting.

5. Laurie Boyer is regarded as having such impairments and has a record of such impairments.  
~~As~~ As stated, She presented her Federal Government letter to the Defendants agent in the beginning. In State Court, the Defendants were also presented with three doctors notes.

6. Plaintiffs' claims have NOT been litigated fully in Cause no. 1211-AC00396. Hearings continue, and Plaintiffs have filed claims with the United States District Court as a proper venue.

B. Defendant States that Plaintiffs' claim that a landlord requesting additional information to evaluate the necessity of a request for a reasonable accommodation is a violation of the FHA. HOWEVER:

1. Laurie Boyer's disability was readily apparent, and still she provided verification. Her disability was readily apparent when she used a cane when the Defendants' agent showed the apartment. She also expressed concerns to the agent about the plush carpet and her walking and balance problems. The Service Dog was present with a bright orange vest marked "SERVICE DOG" and "MEDICAL ALERT DOG." Patricia and Laurie Boyer even explained to the agent some of the ways in which the Service Dog is of service, for example, alerting to seizures. This same agent was present at the signing of the lease and made a copy of the disability letter, and the Service Dog was present as well.

2. Also in the application, Laurie Boyer wrote "Service Dog" under occupants, but was denied a copy of the application. A full application copy was NOT provided at the State Hearing, only a partial copy in which the Service Dog information was excluded.

3. Defendants' lease does not state that doctors' notes are required to prove the presence of a disability or the need for a Service Dog. It does, however, state that all lease requirements must be present in writing.

4. Defendants' agent began frequently verbally demanding doctors notes AND eviction proceedings began after Patricia and Laurie Boyer reported to the State Hotline the presence of drug activity in the

apartment above.

C. Defendant States that Plaintiff's dog is not a "Service animal" or assistance animal. HOWEVER:

1. No written information was requested by the Defendant's agent or required by the lease regarding the Service Dog and its training and purpose. As earlier stated, the Service Dog was present at the apartment showing and lease signing in a bright orange vest with the appropriate insignia. The Service Dog's function was discussed with the Defendant's agent, as well as level of training. The agent freely asked questions regarding the Service Dog, and the questions were answered. When the Service Dog was not listed by Laurie Boyer under "pet," no objection was made by the agent, even though the Service Dog was present.

2. The Service Dog afforded Laurie Boyer "an equal opportunity to use and enjoy" the dwelling. As Patricia Boyer explained to the property manager, one way in which the Service Dog did so was to alert Laurie to the presence of cigarette smoke in an apartment that was stated in the lease to be a non-smoking property (also Late Saint Louis Ordinance.). Cigarette smoke causes her breathing problems and requires the use of a rescue inhaler, as was also explained.

3. During the State Court hearing, the State Judge acknowledged that it is indeed a Service Dog.

Therefore, there is definitely a claim for which relief may be granted to the Plaintiffs, and Plaintiffs request that Defendants Motion for Summary Judgment be denied/dismissed.

Respectfully Submitted,

Laurie Boyer

Laurie Boyer

11/16/2012

Patricia Susan Boyer 11/16/2012

Patricia Susan Boyer

Po Box 4525  
Chesterfield, MO 63006

Certificate of Service

Faxed on this <sup>16<sup>th</sup> day of November 2012 to Curtis K. Gould.</sup>

Laurie Boyer  
Castie Boyer  
Patricia Susan Boyer  
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Nov 16 2012

U.S. DISTRICT COURT  
CLERK'S OFFICE  
ST. LOUIS, MO

Motion to be filed 11/16/2012